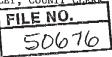
RECORDED OCTOBER 2, 1997 BK 388 PG 363 NO 267412 RONALD L. DAILEY, COUNTY CLERK

Form F-53 Rev 3/88

Wyoming Department of Transportation



MATERIALS AGREEMENT

		PROJECT 1	10	IM-90-1(89)
		ROAD DES	IGNATIO	ON Montana Line - Acme
!		COUNTY	Sh	eridan
THIS AGREEMENT, made and entered into this	28th	day of _	April	, , , , , , , , , , , , , , , , , , , ,
19 <u>97</u> , by and between <u>Mike R. Groshart</u>	(Lat	idowner's na	me and a	ddress)
neroin after referred to as "Landowner", and the Wy	oming Depart	tinent of Trai	sportatio	m, hereinafter referred to as "Department."
WITNESSETH:				
WHEREAS, the Landowner is the owner of	the following	g described la	nd, to wi	t.:
SW 1/4 SE 1/4, Section 2, T57N, R86W				
which land the Department believes to contain Department in construction and maintenance of l			il of a qu	antity and quality desirable for use by the
WHEREAS, the Department is desirous of and otherwise test said material for highway purp	of obtaining to oses; and,	the right to g	o upon sa	aid land to dig, drill, extract, search, explore
WHIREAS, the Department is also desiron sand, gravel or soil for the purpose herein stated;		ng the right to	o go upor	n said land and to take therefrom said stone,
WHEREAS, the Landowner is agreeable and for the hereinabove stated purposes.	to granting t	he Departme	nt the exc	olusive right and privilege to enter upon said
Landowner does hereby sell to said Department all parcel of land from the date hereof until the date of	of the sand, s	stone, gravel or 31st	or soil wi 19 <u>99</u>	, at the price ofcents
per ton, or	and granting thereon suc the seid land thods prescri sion and the	the Departm h machinery and/or proce ibed in the co further right	ent the ri and equip as the ma arrent edi	ght to enter upon said parcel of land for the oment as in the judgment of the Department sterial herein purchased, the number of tons tion of Specifications For Road and Bridge
THIS AGREEMENT is for removal of mater persons including the Department's contractor of separate agreement with the Landowner and only	or contractor	s for any pu	pose oth	
IT IS FURTHER AGREED by and betwee taken from said parcel of land, across any land or	en the partie wned by the	es hereto, tha Landowner,	t the Dep on routes	artment shall have the right to haul material mutually agreeable to the parties hereto.
IT IS ALSO AGREED that the Landown year upon the same terms and conditions as herein s in writing of its intention to do so prior to the ten	et forth. The	e Department	will exer	n to extend this Agreement for an additional cise this option by notifying the Landowner
	:	<u>.</u>	363	

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IT IS FURTHER AGREED that any contractor operating under any agreement or contract with the Department that will extract and remove said material, shall be assigned the rights and obligations by the Department under this Agreement, and will be permitted to use said parcel of land to stockpile and/or properly process said material for highway purposes. Compensation for such right shall be __\$100.00/year during non-use__ and in addition to any right and other consideration stated herein.

ADDITIONAL CONDITIONS:

- 1. The premises will be left in a neat condition with backslopes no steeper than 3 to 1.
- 2. Under the word "process" used hereinabove, it is contemplated that there may be cases wherein controlled emission of snoke, funes, dust and odors will result. In such event, the Department, its assigns and contractors will control said emission and odors as required and in conformity with existing Sate and Federal anti-pollution laws.

IT IS DEFINITELY UNDERSTOOD AND AGREED BY BOTH PARTIES HERETO THAT THE DEPARTMENT IN NO WAY GUARANTEES OR ASSURES THE LANDOWNER THAT ANY MATERIAL, WHETHER DESIRABLE OR NOT, WILL BE REMOVED IN MEASURABLE QUANTITIES FROM SAID PREMISES; THAT ROYALTY PAYMENT TO THE LANDOWNER WILL BE MADE ONLY IF MATERIAL IS ACTUALLY REMOVED IN MEASURABLE QUANTITIES.

This Agreement shall be binding on the parties' successors and assigns.

IN WITNESS WHEREOF, I, we, have caused this Agreement to be executed on the day and year first hereinabove written.

By: MLR. (Surise ranch inc.) Landowner(s) (Corporate Seal Required if Applicable)	
	83-0228627-Sunrise Ranch Inc
STATE OF	Tax 1.D./Social Security #
The foregoing instrument was acknowledged before me by	MIKE R. GROSHART
, this day of	97
Witness my hand and official seal.	hw r. Salget Notary Public
My commission expires: June 30, 1998	
WYOMING DEPARTMENT OF TRANSPORTATION	
Jimothy & Olas	